



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

| | | | | | | | | |
|---|-------------|--------------|---------------------|--|------------------|--------------------------|-----------------------|--------|
| <input checked="" type="checkbox"/> New | Vendor Code | | SC | | Dept. | A | Contract Number | |
| <input type="checkbox"/> Change | | | | | SHR | | | |
| <input type="checkbox"/> Cancel | | | | | SHR | | | |
| County Department | | | | Dept. | Orgn. | Contractor's License No. | | |
| SHERIFF | | | | SHR | SHR | | | |
| County Department Contract Representative | | | | | Telephone | | Total Contract Amount | |
| RICHARD BEEMER | | | | | (909) 387-0640 | | | |
| Contract Type | | | | | | | | |
| <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: | | | | | | | | |
| If not encumbered or revenue contract type, provide reason: <u>Employment</u> | | | | | | | | |
| Commodity Code | | | Contract Start Date | Contract End Date | Original Amount | | Amendment Amount | |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | | Amount | |
| AAA | SHR | 121 | 100 | 1010 | 121 | | | |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | | Amount | |
| | | | | | | | | |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | | Amount | |
| | | | | | | | | |
| Project Name | | | | Estimated Payment Total by Fiscal Year | | | | |
| Training Program | | | | FY | Amount | I/D | FY | Amount |
| Coordinator | | | | | | | | |
| | | | | | | | | |
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THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Thomas M. Federoff

hereinafter called CONTRACTOR

Address (Address on File)

Telephone _____ Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, COUNTY requires the services of a Training Program Coordinator for the Public Safety Internship Academy and the Modular Format Basic Academy at the Sheriff's Training Center, **AND:**

WHEREAS, CONTRACTOR has the skills and knowledge necessary to perform said services for COUNTY;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree as follows:

I. RESPONSIBILITIES AND DUTIES OF THE CONTRACTOR.

- A. CONTRACTOR shall serve as a Training Program Coordinator for the San Bernardino County Sheriff's Department Training Center. Under direction, CONTRACTOR shall plan, coordinate, and supervise the Public Safety Internship Academy (PSIA) for high school students and the Modular Format Basic Academy for those that desire to complete portions of the regular basic

law enforcement academy or the entire program. CONTRACTOR's duties shall include, but are not limited to, the following:

1. Oversee the PSIA training program; coordinate program activities and supervise instructors and participating students.
2. Supervise general staff and students, including training, assigning and reviewing instructors' and students' work and evaluating performance.
3. Responsible for final program design and development according to department-wide training needs, including curriculum content, instruction/delivery and a variety of materials such as workbooks, handouts, presentation materials, and videos.
4. Responsible for the plan and organization of training program classes:
 - a. Prepare schedules of classes and of instructors;
 - b. Complete P.O.S.T. course announcements;
 - c. Coordinate advertisement and recruitment of each program;
 - d. Coordinate classroom activities and facility schedules.
5. Responsible for the grading and testing in accordance with P.O.S.T. requirements and departmental needs:
 - a. Maintain testing security;
 - b. Facilitate test remediation.
6. Research and review law enforcement training requirements mandated by the State; develop and/or assist in the development and revision of P.O.S.T. instructional materials in response to mandated changes in the legislation or regulations.
7. Develop and/or recommend changes to program budgets or existing policies.
8. Maintain and archive required records and files, including instructor resumes and certificates, and student files and training records.
9. Provide vacation and temporary relief as required.

II. CONDITIONS OF EMPLOYMENT.

- A. CONTRACTOR must pass a Sheriff's background investigation.
- B. CONTRACTOR shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness.
- C. CONTRACTOR will be under the professional and administrative supervision of the Sheriff of San Bernardino County or his authorized designee. The Sheriff, or his duly authorized designee, will determine the number of hours per week that the CONTRACTOR will render services to the Training Center.

- A. As a condition of employment, the CONTRACTOR does hereby agree to follow and uphold the Conflict of Interest policy of the COUNTY's Personnel Rules as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County Employment."

III. CONSIDERATION.

A. **SALARY RATE.**

1. CONTRACTOR shall be compensated for services rendered at Pay Range 51, Step 11. Payment for such services shall be made on a biweekly basis. CONTRACTOR shall not work in excess of 40 hours in a workweek without the express prior authorization of the Sheriff or his designee. Any authorized overtime in excess of 40 hours in a workweek shall be compensated at a premium rate of one and one-half (1 1/2) times the CONTRACTOR's regular hourly rate of pay. CONTRACTOR shall provide services on an "as needed" basis; COUNTY makes no guarantee as to the number of hours per week, if any, CONTRACTOR will be assigned to work.
2. Contractor shall not be scheduled to work, and accordingly, not compensated for more than 960 hours per fiscal year.
3. CONTRACTOR shall receive salary increases in the same manner as County employees in the Administrative Services bargaining unit.
4. CONTRACTOR shall be paid in accordance with the same time reporting system and payroll schedule as general COUNTY employees. Required tax withholding as determined by the COUNTY's Auditor/Controller shall be withheld from CONTRACTOR's compensation.
5. CONTRACTOR must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

B. **BENEFITS.**

1. CONTRACTOR shall be covered by the COUNTY's Workers' Compensation Insurance only during the hours actually worked under this contract. CONTRACTOR shall be covered by the COUNTY's Public Liability Insurance only while performing the services under this contract.
2. Since CONTRACTOR is a retired County employee, CONTRACTOR shall not participate in the County's retirement system. Additionally, CONTRACTOR shall be exempt from participation in County's PST Deferred Compensation Plan.

3. CONTRACTOR shall only receive the compensation and benefits specifically set forth in this contract.

IV. TERM AND TERMINATION.

This contract shall be for a period of one year commencing upon its approval and execution by the San Bernardino County Board of Supervisors and shall automatically renew for successive one-year periods unless terminated earlier. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by CONTRACTOR or by COUNTY upon written notice given to the other party at least fourteen (14) days prior to the date specified for such termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

V. USE OF COUNTY AND/OR PRIVATE VEHICLE.

- A. If services to be performed under this contract require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of this contract. In order for the CONTRACTOR to use any COUNTY-owned vehicle during the performance of this contract, CONTRACTOR agrees to allow COUNTY to obtain a Department of Motor Vehicles report of CONTRACTOR's driving record. If such report discloses that CONTRACTOR has an unsafe driving record, in the opinion of the COUNTY Risk Manager, CONTRACTOR may be prohibited from using any COUNTY-owned vehicle.
- B. In order for CONTRACTOR to be able to use a private vehicle during the performance of this contract, CONTRACTOR must provide vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
 - Fifteen Thousand Dollars (\$15,000) for a single injury or death;
 - Thirty Thousand Dollars (\$30,000) for multiple injury or death;
 - Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this contract, pursuant to Paragraph IV.

- C. If use of a private vehicle is required to perform assigned tasks, CONTRACTOR will be reimbursed for COUNTY business mileage at rates applicable to COUNTY employees. The Sheriff, or his designee, shall decide whether a COUNTY vehicle is used by CONTRACTOR for COUNTY business or whether CONTRACTOR shall be reimbursed for necessary mileage on COUNTY business.

VI. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY.

The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's authority under this contract, including the right to give notice of termination of this contract, at his sole discretion.

VII. NOTICES.

Any notice required under this contract shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid, addressed as follows:

CONTRACTOR: Thomas M. Federoff
(Address on File)

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

VIII. FULL UNDERSTANDING.

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understandings between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

RJ CONFederoffTtraining04.doc

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COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Thomas M. Federoff
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Thomas M. Federoff
(Print or type name of person signing contract)

Title Training Program Coordinator
(Print or Type)

Dated: _____

Address (Address on File)

Approved as to Legal Form

►
County Counsel, by Jean-Rene Basle, Deputy

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

Auditor/Controller-Recorder Use Only

| | |
|--|------------------------------|
| <input type="checkbox"/> Contract Database | <input type="checkbox"/> FAS |
| Input Date | Keyed By |